

CASE NO.
CV07614590

D1 CM

SUMMONS NO.
9673198

Rule 4 (B) Ohio

Rules of Civil
Procedure

OFFICE RECORD

AMBER ESKRIDGE
VS

DOCKET YES ☒ NO ☐ CLOSED

JP MORGAN CHASE, IL 1-0801

DEFENDANT

SUMMONS

JP MORGAN CHASE IL 1-0801
1 BANK ONE PLAZA
CHICAGO IL 60670-0000

You have been named defendant in a complaint (copy attached hereto) filed in Cuyahoga County Court of Common Pleas, Cuyahoga County Justice Center, Cleveland, Ohio 44113, by the plaintiff named herein.

You are hereby summoned and required to answer the complaint within 28 days after service of this summons upon you, exclusive of the day of service.

Said answer is required to be served on Plaintiff's Attorney (Address denoted by arrow at left.)

Your answer must also be filed with the court within 3 days after service of said answer on plaintiff's attorney.

If you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

Said answer is required to be served on:



Plaintiff's Attorney

ANDREW L MARGOLIUS
55 PUBLIC SQUARE

SUITE 1100
CLEVELAND, OH 44113-0000

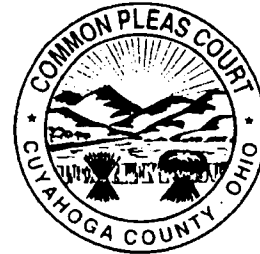
Case has been assigned to Judge:

TIMOTHY J MCGINTY
Do not contact judge. Judge's name is given for attorney's reference only.

GERALD E. FUERST
Clerk of the Court of Common Pleas

By

Deputy



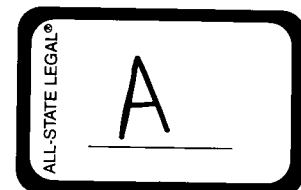
DATE

Feb 7, 2007

COMPLAINT FILED 01/31/2007



RECEIVED
FEB 20 2007
P.K. JOHNSON



FILED
2007 JAN 31 P 3:57

IN THE COURT OF COMMON PLEAS

CUYAHOGA COUNTY, OHIO

AMBER ESKRIDGE,
17315 Throckley Ave. Apt. 533
Cleveland, Ohio 44128

Plaintiff,

-vs-

JP MORGAN CHASE,
IL 1-0801
1 Bank One Plaza
Chicago, IL 60670

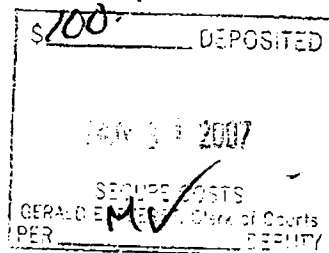
Defendant.

CIVIL ACTION NO.

JUDC Complaint
TIMOTHY J MCGINTY
CV 07 614590

COMPLAINT

Jury Demand Endorsed Hereon



INTRODUCTION

1. This is an action initiated by AMBER ESKRIDGE, a citizen of, Cuyahoga County, Ohio, and of the United States, for breach of contract, breach of fiduciary duty and bad faith, as identified herein.

PARTIES

2. Plaintiff, AMBER ESKRIDGE, was a Senior Collector at JP Morgan Chase (hereinafter, Chase) and resides in the State of Ohio and the United States. At all relevant times, Plaintiff herein sought disability benefits under Chase's Sickness and Accident Leave Policy.
3. Defendant CHASE, is a corporation which has at all relevant times hereto employed Plaintiff and provided the Long Term Disability Policy under which Plaintiff was denied benefits.

OPERATIVE FACTS

4. Plaintiff reasserts the foregoing allegations and incorporates them by reference as if fully set forth herein.
5. On or about February 1, 2006, Defendant Chase denied Plaintiff's application for leave under the disability leave policy.
6. Plaintiff timely appealed this denial.
7. On or about October 11, 2006, Defendant upheld its original decision to deny benefits and issued a final denial.
8. Plaintiff and her physicians have provided sufficient and ample medical information to Defendant to demonstrate that she is disabled and entitled to long term disability benefits under the policy.
9. Defendant Chase without reasonable justification and with bad faith has failed and refused to properly and adequately review Plaintiff's medical information, has refused to revise its determination that Plaintiff is not entitled to long term disability benefits, and has failed and refused to grant Plaintiff benefits to which she is entitled under The Plan.

FIRST CAUSE OF ACTION
(Breach of Contract)

10. Plaintiff reasserts the foregoing allegations and incorporates them by reference as if fully set forth herein.
11. The Long Term Disability policy provided to Plaintiff AMBER ESKRIDGE by Defendant Chase constitutes a contract or contractual obligation.
12. Plaintiff qualifies for disability under the contract.

13. Defendant, CHASE, breached its contract with Plaintiff, AMBER ESKRIDGE, when it failed to provide Plaintiff with Long Term Disability benefits as identified under the plan.
14. Plaintiff, AMBER ESKRIDGE, was damaged as a result of this breach by being denied Long Term Disabilityleave benefits, as per the contract with Defendant, CHASE.
15. As a result of this breach of contract, Plaintiff AMBER ESKRIDGE has suffered injury and damage.
16. The acts and conduct of the Defendant have been and continue to be intentional, malicious and in wanton and reckless disregard of the rights and feelings of the Plaintiff.

SECOND CAUSE OF ACTION
(Breach of Fiduciary Duty)

17. Plaintiff reasserts the foregoing allegations and incorporates them by reference as if fully set forth herein.
18. As administrator of the Long Term Disabilityleave policy, Defendant JP Morgan Chase acted as a fiduciary to Plaintiff.
19. Defendant JP Morgan Chase owed Plaintiff an obligation of good faith and fair dealing in accord with its position as a fiduciary and in relation to its duty to determine whether Plaintiff qualified for disability.
20. Defendant JP Morgan Chase breached its fiduciary duty by failing to perform under its contract with Plaintiff.
21. As a result of this breach of contract, Plaintiff AMBER ESKRIDGE has suffered injury and damage.
22. The acts and conduct of the Defendant have been and continue to be intentional, malicious

and in wanton and reckless disregard of the rights and feelings of the Plaintiff.

THIRD CAUSE OF ACTION
(Bad Faith)

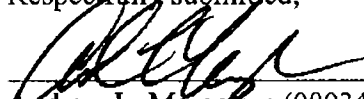
23. Plaintiff reasserts the foregoing allegations and incorporates them by reference as if fully set forth herein.
24. Defendant JP Morgan Chase acted in bad faith when it improperly denied Plaintiff Long Term Disability leave benefits.
25. Defendant JP Morgan Chase failed to perform its obligations under the Long Term Disability leave policy.
26. Defendant JP Morgan Chase unreasonably refused to act in a prompt manner in performance of its contractual duties.
27. As a result of the bad faith of the Defendant, Plaintiff AMBER ESKRIDGE has suffered injury and damage.
28. The acts and conduct of the Defendant have been and continue to be intentional, malicious and in wanton and reckless disregard of the rights and feelings of the Plaintiff.

WHEREFORE, Plaintiff urges this Court to grant the following relief against the Defendant:

- A. **Declare that the acts and conduct of the Defendant constitute breach of contract;**
- B. **Permanently enjoin Defendants and their agents and employees from engaging in any future acts or conduct which has the purpose or effect of breaching contractual obligations with employees;**
- C. **Grant all wages, benefits, pensions and all other back pay and related restitution to the Plaintiff as a result of her denial of Long Term Disability leave benefits;**

- D. Grant general compensatory damages for Plaintiff and against both Defendants for related injuries to the Plaintiff, in the amount of \$300,000.00;
- E. Grant punitive and exemplary damages for Plaintiff and against Defendant JP Morgan Chase in the amount of \$300,000.00, along with all additional relief as expressly provided by statute relating to the foregoing claims, including attorneys fees;
- F. Grant any other relief the Court may deem just and equitable.

Respectfully submitted,



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Emily E. Warren (80174)
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emily@margoliuslaw.com

Attorneys for Plaintiffs

JURY DEMAND

Plaintiff hereby demands a trial by jury as to all the issues in this action.


ANDREW L. MARGOLIUS